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Attorneys for Plaintiff
Metropolitan Life Insurance Company

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Metropolitan Life Insurance Company,)	No.
)	
Plaintiff,)	INTERPLEADER COMPLAINT
)	
VS.)	
)	
Rosina Reynolds and Marlene Reynolds,)	
)	
Defendants.)	

Plaintiff Metropolitan Life Insurance Company (“MetLife”) for its interpleader complaint alleges:

PARTIES

1. Interpleader Plaintiff MetLife is a corporation organized under the laws of the State of New York, with its principal place of business in New York. It is duly licensed to do business in the State of Arizona.

2. Upon information and belief, defendant Rosina Reynolds is an ex-spouse of Michael Reynolds (the “Decedent”), and she resides in Alto, New Mexico.

3. Upon information and belief, defendant Marlene Reynolds is an ex-spouse of the Decedent, and she resides in Scottsdale, Arizona.

JURISDICTION AND VENUE

4. This Court has original jurisdiction over this action pursuant to 29 U.S.C §1132(e)(1) and 28 U.S.C. §1331, because the action arises under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. § 1001, *et seq.* Further, this is an interpleader action pursuant to Rule 22 of the Federal Rules of

1 Civil Procedure. This Court also has jurisdiction pursuant to 28 U.S.C. §1335 because
2 two of more adverse claimants of diverse citizenship are claiming entitlement to life
3 insurance benefits in Plaintiff's custody, the value of which exceeds \$500.00.

4 5. Venue is proper pursuant to 29 U.S.C. §1132(e)(2), and 28 U.S.C.
5 §1391(b), because a defendant resides in this district and a substantial part of the events
6 giving rise to this action occurred in this district.

7 **CAUSE OF ACTION IN INTERPLEADER**

8 6. The Decedent was an employee of Alcatel-Lucent and a participant in the
9 Alcatel-Lucent Group Life Insurance Plan for Retired Employees (the "Plan"), an
10 ERISA-regulated employee welfare benefit plan sponsored by Alcatel-Lucent, and
11 funded by a group life insurance policy issued by MetLife.

12 7. MetLife, as claim fiduciary, must administer claims in accordance with
13 ERISA and the documents and instruments governing the Plan.

14 8. ERISA defines a beneficiary as "[a] person designated by a participant, or
15 by the terms of an employee benefit plan, who is or may become entitled to a benefit
16 thereunder." 29 U.S.C. § 1002(8).

17 9. The Plan's Summary Plan Description ("SPD") establishes, at page 6, the
18 right of a Plan participant to name his or her beneficiary, and states that benefits will be
19 paid to the beneficiary. A true and correct copy of the SPD is attached hereto as Exhibit
20 A.

21 10. The only beneficiary designation form on file with the Plan for the
22 Decedent is dated May 6, 2003 and names Rosina Reynolds as the sole beneficiary of the
23 life insurance benefits. A true and correct copy of the May 6, 2003 beneficiary
24 designation form is attached hereto as Exhibit B.

25 11. The Decedent died on May 1, 2012. A true and correct copy of the
26 Decedent's death certificate is attached hereto as Exhibit C (with the social security
27 number redacted).

1 12. At the time of his death, the Decedent was enrolled under the Plan for life
2 insurance coverage in the total amount of One Hundred Sixty One Thousand One
3 Hundred Dollars (\$161,100) (the “Plan Benefits”). The Plan Benefits became payable to
4 the proper beneficiary or beneficiaries upon the Decedent’s death, pursuant to the terms
5 of the Plan.

6 13. The Decedent and Marlene Reynolds were divorced on November 1, 1990,
7 pursuant to a Decree of Dissolution of Marriage (“Divorce Decree”) filed in the Superior
8 Court of the State of Arizona, Maricopa County. A true and correct copy of the Divorce
9 Decree is attached hereto as Exhibit D.

10 14. In a letter dated May 17, 2012 to MetLife, Marlene Reynolds claimed she
11 was entitled to the death benefit. She attached a Marital Settlement Agreement dated
12 October 1, 1990 (“Settlement Agreement”), which was incorporated into the Divorce
13 Decree. The Settlement Agreement, at page 2, states:

14 Husband agrees to obtain and maintain, through his employment or
15 otherwise, life insurance on his life with coverage in the amount of
 \$197,000.00, and to name Wife as the beneficiary of that life insurance.

16 A true and correct copy of the May 17, 2012 letter with attached Settlement Agreement is
17 attached hereto as Exhibit E.

18 15. On July 19, 2012, Nancy Mangone, counsel for Rosina Reynolds, wrote
19 MetLife asserting that her client was entitled to the life insurance benefits and asked
20 MetLife to make a distribution to Rosina Reynolds. A true and correct copy of the July
21 19, 2012 letter (without attachments) is attached as Exhibit F.

22 16. On or about July 26, 2012, Rosina Reynolds completed a statement of
23 claim for the Plan Benefits. A true and correct copy of Rosina Reynolds’s statement of
24 claim is attached hereto as Exhibit G.

25 17. MetLife cannot determine whether a court in the Ninth Circuit would
26 determine that the Divorce Decree is a Qualified Domestic Relations Order (“QDRO”).

27 18. If a court were to determine that the Divorce Decree is a QDRO, then the
28 Plan Benefits would be payable to Marlene Reynolds.

1 19. If a court were to determine that the Divorce Decree is not a QDRO, then
2 the Plan Benefits would be payable to Rosina Reynolds, based on the May 6, 2003,
3 beneficiary designation form.

4 20. By letter dated May 30, 2012, MetLife advised the Defendants that their
5 claims were adverse to one another and raised questions of fact and law that could not be
6 resolved by MetLife without exposing the Plan to the danger of double liability. MetLife
7 gave Defendants an opportunity to try to resolve this matter in order to preserve the Plan
8 Benefits from litigation costs and fees. Upon information and belief, no agreement was
9 reached. A true and correct copy of the May 30, 2012 letter is attached hereto as Exhibit
10 H.

11 21. MetLife cannot determine the proper beneficiary or beneficiaries of the
12 Plan Benefits at issue without risking exposure of itself, the Plan, and Alcatel-Lucent to
13 double liability.

14 22. As a mere stakeholder, MetLife has no interest in the Plan Benefits (except
15 to recover its attorney's fees and costs of this action). MetLife therefore respectfully
16 requests that this Court determine to whom said Plan Benefits should be paid.

17 23. MetLife is ready, willing and able to pay the Plan Benefits, in accordance
18 with the terms of the Plan, in such amounts and to whichever Defendant or Defendants
19 the Court shall designate.

20 24. MetLife will deposit into the Registry of the Court the Plan Benefits, plus
21 any applicable interest due and owing under the terms of the Plan, for disbursement in
22 accordance with the Judgment of this Court.

23 WHEREFORE, MetLife demands judgment as follows:

- 24 (i) Restraining and enjoining the Defendants by Order and Injunction of this
25 Court from instituting any action or proceeding in any state or United States
26 court against MetLife, Alcatel-Lucent, or the Plan for the recovery of Plan
27 Benefits, plus any applicable interest by reason of the death of the
28 Decedent;

- 1 (ii) Requiring that Defendants litigate or settle and agree between themselves
2 their claims for the Plan Benefits, or upon their failure to do so, that this
3 Court settle and adjust their claims and determine to whom the Plan
4 Benefits, plus any applicable interest, should be paid;
- 5 (iii) Permitting MetLife to pay into the Registry of the Court the Plan Benefits,
6 plus any applicable interest;
- 7 (iv) Dismissing MetLife with prejudice from this action and discharging
8 MetLife, Alcatel-Lucent, and the Plan from any further liability upon
9 payment of the Plan Benefits, plus any applicable interest into the Registry
10 of this Court, or as otherwise directed by this Court;
- 11 (v) Awarding MetLife its costs and attorney's fees; and
- 12 (vi) Awarding MetLife such other and further relief as this Court deems just
13 equitable and proper.

14 DATED this 24th day of June, 2013.

15 LEWIS AND ROCA LLP

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17 By /s/ Stephen M. Bressler
18 Stephen M. Bressler
19 Attorneys for Plaintiff
20 Metropolitan Life Insurance Company
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